putation of delay, it has been said that Stewart had no motive to press his claim against the estate of Cross, so long as Brown forebore to proceed against him upon the mortgage, his purpose being to set one off against the other. But these claims were not of that character that one could be set off against the other, and if they could, it seems strange that Stewart should be willing to leave the business open so long, Brown holding his sealed obligation, secured by mortgage, and he having nothing whatever to establish his right to a set-off, his title thereto, and of course his only security resting upon the memory of witnesses who might die or be absent or forgetful.

Still, it is possible that this is to be attributed to his negligence, and not to a consciousness of the infirmity of his claim, and, therefore, I am not disposed at this time to press the presumption too strongly against him, but will leave this question open to be reported on by the Auditor, and will give the parties leave to take further testimony before him, or before a justice of the peace in the usual way.

That limitations is no bar to this claim, is shown by the case of *State, use of Stevenson* vs. *Reigart*, 1 *Gill*, 1 and 32.

The counsel may prepare a decree in conformity with these views.

A. RANDALL, for Brown.
STOCKETT and ALEXANDER, for Stewart.

Note by Reporter.—The agreement referred to by the Chancellor as being considered obnoxious to objection by the Court of Appeals in the case of *Owings* vs. *Owings*, 1 *H. & G.*, 492, was, where a widow *declined* to administer on her deceased husband's estate, and permitted the brother of the deceased to obtain such letters, upon consideration that he would pay her all the commissions which should be allowed him by the Orphans Court. In the case of *ex parte Young, adm'x of Young*, 8 *Gill*, 285, the court say, the right to administer *cannot be delegated. Judge Frick*, in delivering the opinion in that case, says: "The appointment and the rights of administrators are